

EXHIBIT J

(Public Redacted)



Tanmaya Kabra
Launchbyte.IO, LLC
LaunchByte, LLC
LaunchByte Group, LLC
KV Ventures
715 Boylston Street
Boston, MA 02116

February 26, 2019

RE: TERMINATION OF RELATIONSHIP AND DEMAND FOR RETURN OF FUNDS

Mr. Kabra:

As you know, this office represents [REDACTED] with regards to the activities of both [REDACTED]') [REDACTED]. As we have previously discussed, if you are represented with regard to your dispute with Ms. [REDACTED] please forward this communication to your attorney and have them follow up directly with me.

The purpose of this letter is to formally confirm the prior termination of all agreements between [REDACTED], and yourself and all of your associated entities, including Launchbyte.IO, LLC ("LaunchByte MA"), LaunchByte, LLC ("LaunchByte DE"), LaunchByte Group, LLC ("LaunchByte Group"), and KV Ventures ("KV") (your associated entities referred to collectively herein as the "Kabra Entities," "you," or "your"), to demand immediate return of all unearned funds paid pursuant to those agreements, to clarify the equity ownership of [REDACTED], and to address certain other matters.

On April 26, 2018, [REDACTED] entered into a certain Contractor Agreement and Statement of Work with LaunchByte MA and LaunchByte DE for the provision of Services (the "[REDACTED] Service Agreement"), [REDACTED] entered into a certain Term Sheet For Investment with LaunchByte Group for an Investment related to the [REDACTED] Service Agreement (the "[REDACTED] Term Sheet"), and the [REDACTED] Term Sheet contemplated a certain SAFE Agreement with LaunchByte Group and Board Observer Agreement with Kabra in relation to the same, which documents were circulated but not agreed-upon or executed (the "[REDACTED]hi Unexecuted Documents") (collectively, the [REDACTED] Service Agreement and [REDACTED] Term Sheet referred to herein as the "[REDACTED] Agreements"). On October 10, 2018, [REDACTED] also entered into a certain Contractor Agreement and Statement of Work with LaunchByte MA and LaunchByte DE for the provision of Services (the "[REDACTED] Service Agreement"), a certain Term Sheet For Investment with LaunchByte Group for an Investment related to the [REDACTED] Service Agreement (the "[REDACTED] Term Sheet"), and the [REDACTED] Term Sheet contemplated a certain SAFE Agreement with LaunchByte Group and Board Observer Agreement with Kabra in relation to the same, which documents were circulated but not agreed-upon or executed (the "[REDACTED] Unexecuted Documents")

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(collectively, the [REDACTED] Service Agreement and [REDACTED] Term Sheet referred to herein as the "[REDACTED] Agreements").

Prior to entering into the [REDACTED] Agreements and the [REDACTED] Agreements, you made material misrepresentations regarding the nature of the services to be provided pursuant to those agreements, including regarding the nature, qualifications, capabilities and location of your development and marketing teams, and the expertise and qualifications of your team with specific regard to the beauty and medical industries. You specifically represented that that the developers that would work on the [REDACTED] in [REDACTED] mobile application development and subsequent roll-out would be located in Boston. This representation was knowingly false when made. In fact, the development team was located entirely overseas, as confirmed by your email responding to Ms. [REDACTED] complaints of January 30, 2019 (the "**Response Letter**"), which predictably led to significant and repeated delays and miscommunications. [REDACTED] specifically hired what she believed to be a local development team to prevent such an issue from occurring, and would not have hired you had she known that the development team was not located in Boston. Moreover, no member of your team has any special experience or expertise in the beauty or medical industries, a misrepresentation that led to additional delays, miscommunications, and loss of value, as Ms. [REDACTED] was required to educate your team throughout the development process. Ms. [REDACTED] specifically sought out a development team with experience and expertise in the fields of [REDACTED], and would not have hired you had she known no members of your team were in possession of such experience and expertise.

The foregoing misrepresentations are material breaches of the [REDACTED] Service Agreement and the [REDACTED] Service Agreement pursuant to Section 6(b) therein. These breaches are incapable of cure, and are therefore grounds for immediate termination of those agreements. [REDACTED] did in fact terminate those agreements by email sent to you on January 29, 2019 (the "**Termination Letter**"). Notwithstanding the foregoing, more than seven days have elapsed since the Termination Letter and these breaches remain uncured, and termination of the [REDACTED] Service Agreement and the [REDACTED] Service Agreement as a result thereof is hereby confirmed.

After entering the [REDACTED] and [REDACTED] Service Agreements, you breached those agreements by failing to provide the agreed-upon services. Each of the agreements attached a substantially identical statement of work detailing the work to be done and the timeframe in which such work would be completed. At a high level, each statement of work provided that you would create a functioning mobile application and provide certain marketing and operations support over a twenty-four-week period. Nearly ten months after the execution of the [REDACTED] Service Agreement, a fully-functional mobile application does not exist. After initially delivering, and uploading to the Apple App Store, a non-functioning prototype, you have fixed certain deficiencies but have failed to deliver crucial, agreed-upon features such as payment processing. The lack of these features renders the application as-delivered unusable for any commercial purpose. As you further note in your Response Letter, "What has not been done yet is the Investments Analyst (since you only did 1 meeting with Sean), the Operations & Revenue piece, and the Operational Co-Founder piece..." To the knowledge of [REDACTED], no work at all has been complet-

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ed pursuant to the [REDACTED] Service Agreement. You have been repeatedly notified of these breaches pursuant to Section 6(b) of the [REDACTED] and [REDACTED] Service Agreements over an extended period of time and have failed to correct these breaches. As a result, Ms. [REDACTED] terminated those agreements pursuant to the Termination Letter. Notwithstanding the foregoing, more than seven days have elapsed since the Termination Letter and these breaches continue uncured, and termination of the [REDACTED] Service Agreement and the [REDACTED] Service Agreement as a result thereof is hereby confirmed.

Pursuant to the [REDACTED] Service Agreement, [REDACTED] paid you One Hundred and Seventeen Thousand Five Hundred Dollars (\$117,500.00), representing the quoted fee of \$124,630.00 less a discount granted in light of the fact that you were engaged by both [REDACTED] and [REDACTED]. In your Response Letter, you state that due to incomplete work, [REDACTED] is entitled to a credit of \$19,700.00. In fact, given the expense that will be involved in producing a functional application using the code produced by you and obtaining the marketing and operations services that you failed to provide, [REDACTED] values the work actually completed at \$58,750.00, and [REDACTED] therefore demands immediate return of \$58,750.00. Pursuant to the [REDACTED] Service Agreement, [REDACTED] paid you One Hundred and Seventeen Thousand Five Hundred Dollars (\$117,500.00), representing the quoted fee of \$124,630.00 less a discount granted in light of the fact that you were engaged by both [REDACTED] and [REDACTED]. As set forth above, [REDACTED] is not aware of any work that has been completed under the [REDACTED] Service Agreement, and [REDACTED] therefore demands immediate return of all amounts paid, \$117,500.00. Pursuant to Section 8 of each of the [REDACTED] and [REDACTED] Service Agreements, [REDACTED] further demands that you immediately deliver, provide access to, or otherwise refrain from disabling access to all Intellectual Property, Source Code, and other Deliverables produced pursuant to each of the [REDACTED] and [REDACTED] Service Agreements, as such terms are defined therein.

Each of the [REDACTED] and [REDACTED] Term Sheets contemplated that LaunchByte Group would pay one-half of all fees owed to LaunchByte MA under each of the [REDACTED] and [REDACTED] Service Agreements (\$125,000.00 in each instance), and that in exchange for such investment [REDACTED] and [REDACTED] would execute a SAFE Agreement in the amount of \$125,000.00 in favor of the LaunchByte Group and a board observer agreement in favor of Kabra in each instance. Neither the [REDACTED] Unexecuted Documents nor the [REDACTED] Unexecuted Documents were ever executed by you, [REDACTED], [REDACTED] or [REDACTED]. While each of the [REDACTED] Term Sheet and the [REDACTED] Term Sheet were executed, both contain a clause titled "Miscellaneous," which states:

Except for this provision and the provision contained herein entitled "Confidentiality," which are explicitly agreed by the Investor and the Company to be binding upon execution of this Term Sheet, this Term Sheet is not intended as a legally binding commitment by the Investor or the Company.

As such, you do not now nor have you ever owned any interest in the equity or securities of [REDACTED] or [REDACTED], and you do not now nor have you ever had any right to receive information or participate in or observe the operations of [REDACTED] or [REDACTED]. While the parties contemplated that agreements pertaining to such securities or right would be entered into, they were not.

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Notwithstanding the foregoing, even had the Unexecuted [REDACTED] Documents and the Unexecuted [REDACTED] Documents been validly executed, you would still not have any rights pursuant to those agreements. As stated in Section C of the statement of work attached to the [REDACTED] Service Agreement, "The Parties acknowledge and agree that the [\$125,000 investment] will be deemed due, earned, and paid, only upon verified completion of Phase 2..." with Section C of the statement of work attached to the [REDACTED] Service Agreement stating, "The Parties acknowledge and agree that the [\$125,000 investment] will be deemed due and earned, only upon verified completion of Phase 2..." As you have stated in your Response Letter, Phase 2 has not been completed under either agreement, and therefore that payment is not "due and deemed earned." To [REDACTED] knowledge, no actual payment of funds has been made between the LaunchByte Group and LaunchByte MA or LaunchByte DE. As such, even had the Unexecuted [REDACTED] and [REDACTED] Documents been executed, the payments that would support rights under those documents have not been made.

In light of all of the foregoing, [REDACTED] further demand that you immediately remove or disable access to all public references made by you or on your behalf to each of [REDACTED] or any of their members, managers, employees, or agents, including any and all: (i) posts on social media; (ii) blog posts; (iii) press releases; (iv) articles; and (v) your websites, including the website KV.Ventures. [REDACTED] further demand that you refrain in all instances from making reference to [REDACTED] i, [REDACTED], or any work performed on their behalf, in any public forum. You are further reminded of the continuing obligations of Section 7 (Confidential Information) of each of the [REDACTED] Service Agreements.

This letter should be viewed as a non-exhaustive catalog of your serious and repeated misrepresentations, breaches, and other bad acts. Should you fail to immediately return the funds demanded, should you assert any rights with regard to the equity, securities, or operation of [REDACTED] hi [REDACTED], or should you fail to immediately return property or cease promotions as demanded herein, [REDACTED], [REDACTED] reserve all of their rights and will pursue all remedies, claims, and damages available.

All further communications regarding this matter should be directed to this office. As stated above, if you are represented in this matter please forward this communication to your attorney and have them follow up directly with me. I look forward to your quick reply.

Regards,

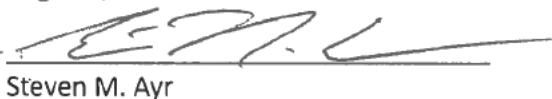

 Steven M. Ayr

EXHIBIT K

(Public Redacted)

From: [Tan Kabra](#)
To: [REDACTED]
Subject: [REDACTED]
Date: Thursday, January 24, 2019 10:15:30 PM

I looked at the platform today and couldn't use either of them because of the bug. I got her to agree to testing one at a time which I'm sure you know was close to impossible. We will add the amount to the safe note.

For the bug fixes we need to have them look at it for a day. If there's an "office holiday" over there for [REDACTED] team while they fix the [REDACTED] bug then that's what'll have to happen brcuse she's not considered live without that!

On Thu, Jan 24, 2019 at 10:04 PM [REDACTED] wrote:

Are we going to be doing the multiple appointments per salon for free or will there be additional \$\$ against the SAFE/Note?

Also since [REDACTED] is the priority, I am not sure 28th is feasible to go live. Tom is already asking to see the code etc.

On Jan 24, 2019, at 5:58 PM, Tan Kabra <[tan](#) [REDACTED]> wrote:

Got her to agree. first bugs need to be fixed of course, then she needs to go prove the concept with 1 appointment, then we can implement multiple later down the line

Best,

Tan Kabra
Founder + Managing Director
[REDACTED]
The LaunchByte Group
715 Boylston Street Suite 120, Boston, MA 02116
<https://launchbyte.io> | [REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: Jan 24, 2019, 1:59 PM
Subject: [REDACTED]
To: Tan Kabra <[tan](#) [REDACTED]>

Hi Tan ,

Just to confirm you and I are on the same page - bugs that are currently not allowing [REDACTED] to work will be fixed - and the goal is to be live and working monday the 28th - and once there is some traction with salons piloting app and we have been able to book that single spot per hour per salon - the ability to book multiple appointments per hour per salon will be completed .

thanks

[REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT L

(Public Redacted)

[REDACTED]

I have thought about the comments you shared back with me about your experience and it's quite upsetting knowing the way that you perceive both the Company and myself. I wanted to address quickly some of the points you mentioned, so that I can share my side of the equation. I prefer an amicable way of separation but I do not appreciate being called a liar. Please see below:

Per our meeting yesterday I was expecting you to send over documents to release [REDACTED] as is to me , resolve LaunchByte's interest in [REDACTED] and return the [REDACTED] portion of what I had wired to you in September , because there has been no engineering work signed off on or started on that . You said you agreed during our meeting and that you would send me something at 6 pm yesterday (you confirmed it with a calendar invite) You lied.

The [REDACTED] app doesn't have basic features (a wallet and ability for a salon to list multiple openings per hour) that should have been included in this release after 9 months and \$125,000 paid in full for this product as well as the fact that it was released to the Apple Store and hasn't worked since the release due to bugs that still remain unresolved. [REDACTED] , there was an agreed upon scope which was signed off and executed on. I'm sure any firm including the \$20K – 4 month folks that you initially worked with would not be able to change the scope for you drastically two times, to pivot. When I explained this to you at the first change, you berated me about how this wouldn't work without the change, how you paid me in advance for [REDACTED] and that because the second project was "so simple" that I shouldn't have a problem doing it. I agreed, as a favor, putting extra cost out of my pocket.

When I met you in your office in April you promised that you had expensive/experienced engineers here in America - on Boylston street in fact and I wouldn't have to deal with overseas delays etc. That was a lie. This is not a lie – we have engineers here and teams that work here on the projects. They manage our teams in India, and I explained to you that it is always reviewed and tested and touch ups are done here. For example, right now [REDACTED] project is being done by the engineers in the office on Newbury St that you were just in. It completely depends on timing of the project and which team is available. Once I got to the building out of this platform I was told that the whole development team is in India and that I would have to report issues on Trello and wait - something that you did not disclose and completely lied about I'm sorry but I did not lie about this and I am sorry if you feel slighted by the fact that your project went to our team over there - you flat out told me the engineers were here . I could have hired my own engineer for that amount - but I trusted you - You lied. The price point of the project is not just for engineering – I hope that you can appreciate that. You had raving reviews about [REDACTED] at certain points. I think this directly addresses the point below:

You also promised that your "team of experts " were incredible with planning out the app etc - well that has not been the case - they don't know anything about either of the industries beauty and medical , they couldn't provide any guidance and were relying on podcasts and what they see on social media as advice to pass on – They have worked and built and exited their own companies, I think there is miscommunication on the fact that they may say "we heard this in a

podcast, and can apply it to this situation" thats fine if you had disclosed that in the beginning - again you lied. In the beginning I believed this the team was good , or at least thats what I thought - I even agreed to build a second platform - and then as soon as I paid you in full (HUGE MISTAKE) things started to go wrong . I am a positive person so I tried to overlook the fact that they didn't know much - when we went to plan [REDACTED] they were looking to us for all legal, medical escript - isn't that what I was paying a premium of 125K plus giving you equity? your "team of lawyers " - turns out that was just "legal zoom" Counsel that we use that we often point our companies to is PSH. I think for one thing I might've pointed you to legal zoom but by no means are those our team of lawyers - You were so panicked about me wiring the money even texting me very late and meeting me at my bank very nervous - I should have run then - a big red flag. I don't see this as being a red flag, I had mentioned to you several times that when we sign those agreements and take equity, we need to show that the entire contract was fulfilled and I had already reported that we received your capital. When it was held for 16 days by the bank, I just became nervous about misreporting something. That is all. You then proceed to travel all over spending my (and other launchbyte founders and investors money I have zero investors in LaunchByte.) living an extravagant lifestyle all posted on social media I don't know where the resentment comes from on this, because it's not true, at least to us. The capital paid by companies goes towards the salaries and team. and can't deliver what you promised. Thats why you took [REDACTED] and every single deal that comes your way because you need the cash . Actually, we see about 20-25 companies per week that come in and if that were truly the case, then we would be a 500 person organization within a year. We very carefully select what we take on, and are founder focused. I accepted [REDACTED] immediately not because of the cash piece (which as I mentioned, disappears in salaries fairly quickly), but because you were a very solid founder.

I have seen enough to know I do not trust you , I do not want to go any further - you have not delivered a 1) working product With the latest release, it works 2) even if you fix the bugs the key functionality is missing , 3) any of the services that you promised (buzz feed promotion , sales strategy , marketing etc etc etc) These all come after the product was released. Just a few days ago we had scheduled a time for State6 a massive PR firm to come in and begin the discovery process with the next cohort of companies which you were in for [REDACTED] just to name a few . I am giving you one chance to walk away from this and salvage what is left and I will stay quiet. I want my [REDACTED] app released to me by Friday February 1, 2019 - as is with all of the technical requirements for me to repair it , finish it and run it if I choose. I want my money back for [REDACTED] (the portion that you didn't use yet which is most of it) and I want to desolve any relationship with Launchbyte including equity. This your house of cards and it is folding - I want out now.

You have misrepresented and lied about your fund too many times to count , the numbers you say are lies - you mislead people and this is all scam. Calling this a scam is a very aggressive word [REDACTED] – I think it's fair to say you want to walk away because you don't feel comfortable but to call this company, which I have built from the ground up and poured millions of dollars into, a scam, is not fair or correct. I think if my fund was a lie or a scam I wouldn't have taken your suggestion / referral to hire [REDACTED] in the first place.

You have extorted a quarter of a million dollars from me and lied - I am sure that is the tip of the iceberg. I have not extorted anything, you said it yourself that you entered into this willingly with

me and I think you are really frustrated at the roadblocks you faced from Steph leaving, the original [REDACTED] model not working, and then the fees that software we use imposed on you.

This was a very expensive lesson for me, and if you do not respond and resolve this now my lawyer who drafted the original agreement as well as additional attorneys will take it from here. They have advised me you are in breach. I think if anyone was being unreasonable, sure that would make sense to involve them at an extensive level. But the threats don't concern me, however I just want to help you as a friend. One could argue that the timeline on the agreement does not match where we currently are, however by changing the scope twice, saying that it will not work unless we do it a new way, makes that point fall short. If you take a look at the agreements, it clearly states that there is a cure period of 30 days after you provide written notice that you would like to terminate. I am giving you the opportunity to walk away from this under the terms I presented - give me my technology, resolve launchbyte's equity stake in both [REDACTED] and my money back for [REDACTED] (which you verbally agreed yesterday you should have not taken because you didn't have a development team to build it).

This is in your best interest to part on these terms, quietly and privately. I am sure you can even turn this into a positive for your investors

Now that I addressed the points that you set forth in your email, I want to propose a solution.

Whether or not you feel as if [REDACTED] is successful, we still do and consider it to be one of our top 5 portfolio companies. We poured well over \$125K into [REDACTED] so far, which is why there is an equity agreement for the other portion. I cannot dissolve that just like that, as I would incur a bigger loss than I already did by allowing the constant changes.

[REDACTED] has only gone until Phase 1, which is easy. Only \$27,370 out of \$249,630 was spent on [REDACTED]. We can obviously annul the equity portion of that, which then leaves a deficit of \$97,630.

For [REDACTED], we have completed (and gone well over) the Phase 1 and Engineering piece. What has not been done yet is the Investments Analyst (since you only did 1 meeting with Sean), the Operations & Revenue piece, and the Operational Co-Founder piece totaling \$19,700. On [REDACTED], you only made a payment of \$110,370.

I told you from the beginning that I won't try to change your mind, since you are so adamant about the direction you want to go in. I just wanted a fair chance to explain to you without being on the spot.

To reclaim/release the equity portion of [REDACTED] i, of which \$19,700 was not used yet, \$119,640 (\$105,300 + 14,340 that was outstanding) would have to be paid. Although I don't agree with the pain points you faced with M [REDACTED], in the interest of working with you to resolve this I would remove \$25,000 from the price of the [REDACTED] shares. That \$119,640 would become \$94,640. If you take the [REDACTED] 'refund' of \$97,630 and apply the two together,

that leaves a payment of \$2,990. Assuming we make this \$5,000 so you can take care of any legal fees, that would allow us to walk away cleanly.

I am always open to hearing & discussing an alternative.

EXHIBIT M

(Public Redacted)

From: Tan Kabra
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Before going further.
Date: Friday, February 16, 2018 2:14:09 PM
Attachments: Screen%20Shot%202018-02-16%20at%201.56.12%20PM.png

Hi [REDACTED]

Thanks for your note. Let me just preface with a few comments, before diving deep into what you brought up:

Some people ride bikes, others collect stamps...I build multi-million dollar companies. It's a hobby, a passion, and something I'm quite good at. I know what it takes, I know when to cut my losses, and I know something that won't work right from the start when I see it. I'm concerned that even if we start off in agreement here, there will be something known as "equity creep" down the line (resentment & willingness to renegotiate already agreed upon terms). I've been there, done that and quite frankly it takes up from valuable time that could be spent growing a company.

Addressing your comments:

As you mentioned, we met for the first time to discuss this on January 18th at your home. That was just under 4 weeks ago. From being in this industry for over 7+ years, I can tell you right now that to build a fully functional dynamic prototype of a concept, there is AT MINIMUM 8 weeks required, with the actual time needed usually being right around the 12-14 week mark.

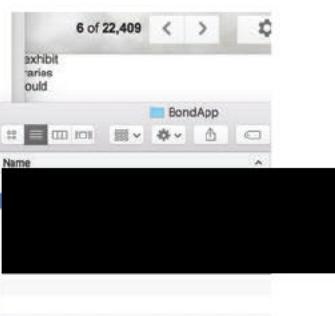
13 weeks ago, around November 15, [REDACTED] & I sat down to begin discussing what this concept would look like. I only met you the week of Christmas at the [REDACTED]'s house, so I hope you can see how it is impossible for any of your ideas (other than the name [REDACTED]') could be included in what we built.

I'd also like to show you this:

B. Project Pricing

The key components of the Project price are based on personnel, hours, and rates as identified below:

Name	Cost / Week / Staff	Timeline (Weeks)	Total
Initial Framework / Design			
Planning / UX Designer	\$3,575.00	3	\$10,725.00
Graphic Designer - Iconography	\$2,110.00	2	\$4,220.00
UI / Dynamic Prototyping	\$3,550.00	3.5	\$12,425.00
Engineering			



This is a screenshot of every consulting agreement LaunchByte puts forth for a mobile app. To get the planning, UX, graphic design, the UI, and the dynamic prototype built, it takes \$27,370 to complete (not including the time of the entrepreneur(s)). The timeline also shows you that it takes 3 weeks for part 1, 2

weeks for part 2, and 3.5 weeks for part 3, and with the feedback / entrepreneur's feedback time of 3 weeks in between, comes out to the 12 weeks I was talking about.

If what you are insinuating (that we've taken your concept and your idea and are now developing it) is correct, then we would have had to have our meeting way back in November. But that was not the case.

Now, you bring up a very valid point. As someone working together, why didn't you see these designs / completed wireframes? Well, when we first met at your house, it was my impression that we were meeting to discuss what we talked about at the Taj: ownership structure, contribution metrics, etc. What I was not expecting was a presentation of your ideas. We just went down the list and talked about your ideas and before we knew it, we were pushing 9 pm and had to leave. That is why at the next meeting at the Taj, I pumped the brakes and said let's talk about numbers. That way, if it did not work out, then everyone would just continue on their own way.

Quite frankly, I have never, nor would I, accept 24% to bring my full suite of skills and network to the table. But I agreed to it to be able to kick this thing off and make it work. However, based on your email I'm not sure we're at that stage either.

> ' [REDACTED] said herself that it had to do with "rating things, but the idea was dropped." " This is correct, but a key piece of this sentence is missing. It should read "We have been working / thinking about a similar idea, which was based on rating trips, but the idea was dropped"

> "But let me remind you, you never shared your idea with me and I am a Partner, not to mention the one who brought the [REDACTED] idea to the two of you" Just to reiterate for written purposes, in the aforementioned paragraph, [REDACTED] the name was brought to the table by you. Brought to a table where there was 12+ weeks of work completed.

> "I shared my idea with you, Tan, because of your company LaunchByte, thinking you could help me whether directly, or indirectly to get my idea off the ground." Please don't get me wrong. We build amazing companies (as you saw from the other deck), and ones with value too (our portfolio just exited for 7+ figures). If you would like to just build your concept the way it is with no investment input, LaunchByte is still more than happy to help you.

I'm not one to go back and forth arguing on something so trivial. [REDACTED] & I will continue to build our company, which we own 50 / 50 equity wise. I have already spent nearly \$30,000 of my own money developing where it is so far. It takes 12 weeks to get to where we are, and we met less than 4 weeks ago. I apologize in advance, but I will not be striking "my idea" from the operating agreement, nor will [REDACTED], if we are going to do this together. To us, this isn't a side project, but rather will be the next hitter in the travel space. I will not have an equity battle when my name is tied to something and the success (or failure) of it will directly be attributed to what I have worked so hard to build.

I am happy to assist in any way with M [REDACTED] should you choose to continue on with it without us. We will surrender the name back to you, if you wish. We will be away in Palm Beach next week but can discuss via email throughout that time.

Tan

On Fri, Feb 16, 2018 1:11 PM, [REDACTED] wrote:

Dear Tan and [REDACTED],

Before we can move any further with this partnership, I need to get the Elephant in the room resolved. My hope is that you will both understand where I am coming from, and, rather than proceed into this partnership unclear and in any way divided, I'd like it to be transparent, where we are all working together as a team, united in our collective belief that we have something 'big' here. So, what I need to understand is why you both continue to push this 'idea of yours' into our partnership, when 'this idea of yours' has never been discussed with me.

We did broach the topic at our Structure of the company meeting on 1/25, when I asked [REDACTED] directly what "this idea was" and [REDACTED] said herself that it had to do with "rating things, but the idea was dropped." Further, it seemed Tan that you also agreed to drop it because you went on to placate me by suggesting that I get 28% of the company/partnership along with 2 seats on the Board, and the 3 other partner entities would get 24%. As you know I was not 100% pleased with that plan because I would be losing a majority stake in the company, but I did come around to understand that I couldn't do this on my own, and wanted you both to be my partners, even if I would no longer be a majority shareholder. Yet, on the day that the contract arrived and I opened it, I was again, disappointed to see that Tan was still insisting that we "include our original ideas which we all brought to the table in to the operating agreement as an exhibit for reference," to be revisited when and if needed. - But let me remind you, you never shared your idea with me and I am a Partner, not to mention the one who brought the [REDACTED] idea to the two of you. So, I am unclear why you feel you would need to include in the operating agreement an 'idea that you have' if we haven't discussed it, and why you think I would agree to that?

I also have to clarify that while I did share a broad brush document of my [REDACTED] concept with you both at our first official meeting on January 18th, it was not a detailed or exhaustive description. Let's remember that I also shared quite a bit more with you both, verbally, that evening as to how I saw [REDACTED] playing out on a website or APP when Tan asked me a series of questions to better understand how it would flow. So, if I were to include 'my idea' as an attachment to the operating agreement, I would also include what I shared with you that evening.

Most importantly, I know I cannot do this on my own, and I love the idea of going after this with two of you, but I have to believe that we are all in this together. I shared my idea with you, Tan, because of your company LaunchByte, thinking you could help me whether directly, or indirectly to get my idea off the ground. Therefore, in the spirit of working together openly and collaboratively, I am requesting that you please strike 'your idea' reference from the contract/operating agreement, so we can move forward.

Thank-you.

[REDACTED]

Best,

Tan Kabra
Founder + CEO



715 Boylston Street Suite 120, Boston, MA 02111

<https://launchbyte.io> | [REDACTED]

EXHIBIT N

(Public Redacted)

From: [Tan Kabra](#)
To: [REDACTED]
Subject: Re: [REDACTED]
Date: Tuesday, May 29, 2018 5:31:55 PM

Sure - I'm not sure what a cancelled check is but below are the wire receipts. Any purpose? Record keeping accounting wise is done usually through quickbooks or something once we establish the corporate bank account.

Purple Monkey:

Attention!

Brookline Bank 5/01/18
Brookline, MA 02445
NOTICE OF WIRE TRANSFER
20180502MMQFMPAO00005405027936FT03
Funds in the amount of \$ 84,985.00 have been wired from
PURPLE MONEKY VENTURE PRTN to account Acct Ending 3538

Transfer fee.....\$15.00

Originator to Beneficiary Information:
REF [REDACTED] SUB ACCOUNT

[LAUNCHBYTE.IO](#) LLC
OPERATING ACCOUNT
[715 BOYLSTON STREET SUITE 120](#)
[BOSTON MA 02116](#)

Wire Notice Processing

***** This is an automated e-mail. Please do not respond to this e-mail *****

[REDACTED] :

Attention!

Brookline Bank 5/04/18
Brookline, MA 02445
NOTICE OF WIRE TRANSFER
20180502MMQFMPAO00009405031636HT03
Funds in the amount of \$ 169,985.00 have been wired from
[REDACTED] to account Acct Ending 3538

Transfer fee.....\$15.00

Originator to Beneficiary Information:

[REDACTED] SUB ACC

[LAUNCHBYTE.IO](#) LLC
OPERATING ACCOUNT
[715 BOYLSTON STREET SUITE 120](#)
[BOSTON MA 02116](#)

Wire Notice Processing

***** This is an automated e-mail. Please do not respond to this e-mail *****

Best,

Tan Kabra
Founder + Managing Director

[REDACTED]
The LaunchByte Group
715 Boylston Street Suite 120, Boston, MA 02116
<https://launchbyte.io> | 617.259.8145

On Tue, May 29, 2018 2:02 PM, [REDACTED] wrote:
That's fine, I thought that might be an issue, so instead just give me a copy of your canceled checks or wire transfers. You don't need to send mine because I do have a copy of my wire receipt.

Thanks.
[REDACTED]

Sent from my iPhone

On May 29, 2018, at 11:24 AM, Tan Kabra <tan@[REDACTED]> wrote:

Hi [REDACTED]

Unfortunately as a private company we can't share financials as they contain information regarding other portfolio companies and would be against securities regulations. Especially when we are currently forming our second capital fund! The contract wouldn't have begun if all funds weren't in so you don't need to worry on that front.

I can give you a receipt for your portion but usually the wire notice suffices.

You don't receive certificates for the shares as founder stock usually since it was allocated to your trust at the time of formation. If someone were to request the company's documents from the state it would show your percentage and number of shares held. It's also in the documents you discussed

I understand that a lot of this is new and I'm happy to help walk you through it. I'll be in meetings til 6 today unfortunately but if you're in the area another time feel free to stop by!

On Tue, May 29, 2018 at 11:00 AM [REDACTED] wrote:
Hi Tan and [REDACTED],

For my records I need a copy of LaunchByte's bank statement showing all our checks being deposited at the inception of [REDACTED], and/or other evidence (ie: canceled checks or wire receipts) of payment by the three of us ([REDACTED]'s \$170,000, Purple Monkey's \$85,000, and my \$96,200).

Also, when will we each receive our certificates for our shares?

By the way, I will be right across the street from LaunchByte early this afternoon if you'd like me to stop in for any reason.

Thank you and I look forward to Friday's meeting at 10:30am.

Thanks again,

[REDACTED]

EXHIBIT O

(Public Redacted)

QUESTIONNAIRE FOR US ATTORNEY'S OFFICE AND FBI TO AID IN DETERMINING CORRECT LOSS AMOUNTS FOR INDIVIDUALS IDENTIFIED AS VICTIMS OF TAN KABRA.

[REDACTED]

1. PLEASE LIST THE DATES AND DOLLAR AMOUNTS OF ANY INVESTMENT OR OTHER PAYMENT MADE BY YOU TO TAN KABRA, LAUNCHBYTE.IO LLC, KV VENTURES, OR ANY AFFILIATED ENTITIES: \$110,900.00

Investment for shares in our [REDACTED] Partnership was made out to LaunchByte, May 2nd, 2018 in the amount of \$93,400.00.

Legal fees to date for review of his 38 page LLC draft and subsequent C-Corp Incorporating documents, followed by legal fees incurred by Tan's arrest and its impact on me as a business partner with him and LaunchByte. **\$17,500.00 January 30th, 2018 - May 6th, 2021 from the Boston law firm Gesmer UpdeGrove.**

2. PLEASE IDENTIFY AND GOODS OR PROPERTY THAT YOU TRANSFERRED OR CONVEYED OWNERSHIP OF TO TAN KABRA, LAUNCHBYTE.IO LLC, KV VENTURES, OR ANY AFFILIATED ENTITIES AS A RESULT OF KABRA'S FRAUDULENT SCHEME.

I partnered with Tan Kabra, LaunchByte, Purple Monkey, and [REDACTED] [REDACTED] on an idea I had for a travel app called [REDACTED]. Since Tan's arrest by the FBI and SEC, it was questioned whether LaunchByte or Purple Monkey had any involvement in Tan's "schemes" (PM was an entity I never knew of what or whom it consisted except to discover when incorporating on 5/2/18 that Tan Kabra was the signature for PM in our incorporating documents) and, since LaunchByte/Tan was responsible for completing [REDACTED] code so it could be accepted by the App Store was now handcuffed for Federal wrongdoing, [REDACTED] reputation was tarnished and the business crippled, leaving me with nothing to show for my investment and hard work on the [REDACTED] App and business - no code, no app, no business.

In short, the name [REDACTED] its concept and business was my idea which I transferred to the company to commercialize. Not only have I lost my investment I've lost control of the business concept, planning and related work product. Along with my lost investment and legal fees, the [REDACTED] intellectual

property, business plan and all other assets should be returned to me so that I can continue to pursue the business that I had worked on for so long.

3. PLEASE LIST THE DATE(S) AND AMOUNTS OF ANY REPAYMENT, REFUND OR INVESTMENT RETURN PAIDE TO YOU BY TAN KABRA, LAUNCHBYTE.IO LLC, KV VENTURES, OR ANY AFFILIATED ENTITIES.

\$0.00

4. PLEASE PROVIDE YOUR BEST ESTIMATE OF THE FAIR MARKET VALUE OF ANY GOODS OR SERVICES PROVIDED TO YOU BY TAN KABRA, LAUNCHBYTE.IO LLC, KV VENTURES, OR ANY AFFILIATED ENTITIES AND IDENTIFY ANY SUCH GOODS OR SERVICES.

\$0.00 because my partners did not invest their contractual obligation for funding at incorporation (unbeknownst to me) and the App did not work properly or fully per our designs in a level of code acceptable by the the App store. If we had had all our funding (\$350,000.00) per our incorporation documents that Tan orchestrated and put that toward building and launching a working app for the App Store things would have turned out very differently, instead the work completed was not of a caliber expected for a \$350,000.00 investment. Regardless not much was spent because we did 90% of the work and had agreed prior to incorporating not to pay ourselves for our work on the App. So while the company did get some work done over a 15 month period (5/2/18 - 8/4/19), the work was worthless because the App never worked properly in a code suitable for the App Store. In the end, Tan/LaunchByte fabricated \$254,000.00 in wire transfers for the other partners in our company, was arrested by the Feds (thereby freezing further work on the App), and plead guilty to 4 counts of wire fraud. Meanwhile the rights to the App/ [REDACTED] remains to this day in the non paying partners' hands (Tan Kabra, [REDACTED] Purple Monkey), while I, who came to Tan Kabra/ LaunchByte initially with the idea for [REDACTED], did invest close to \$100,000.00 for my shares in the business with the contractual understanding that the other partners were investing the remaining \$254,000.00, have nothing!!

5. PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT YOU FEEL IS IMPORTANT CONCERNING THE AMOUNT OF ANY MONETARY LOSS OR LOSS OF PROPERTY THAT YOU INCURRED AS A RESULT OF TAN KABRA'S CRIMINAL OFFENSES.

Recently I learned from the FBI and SEC/District Attorney's Office that I was the only one in our partnership who wired funds to LaunchByte when we incorporated back in May of 2018 (my wire was for my 28% share in the company: \$93,400.00). The wire receipts for the other partners ([REDACTED] - 48% and

Purple Monkey - 24% totaling \$254,000.00 dollars) that Tan Kabra/LaunchByte provided to me for our incorporation documents, were fabricated by him.

Consequently, from inception, our business was short \$254,000.00. - 1) I never would have gone into business and partnered with these people had I known that only my money would be used, and 2) had we had the full \$350,000.00 in the bank for use to build, market and launch the App as intended, the App would have been completed and launched in the App Store back in 2019!

Therefore because 1) all other parties in our partnership did not fulfill their obligations per the incorporation documents by failing to invest their percentage for shares in the company and instead Tan Kabra/LaunchByte fabricated their \$254,000.00 in wire transfers; and, due to 2) Tan's inability to deliver the product within a reasonable amount of time (████████ was never completed as a working App in a format that could be launched in the App Store); I have been left with nothing to show for my efforts, time, or money.

For these reasons, because Tan Kabra, █████, and Purple Monkey committed a breach of contract right at the inception of incorporation I believe: 1) they should have no right to the business, the App, or the Code and that those rights to the Intellectual Property should be returned to me along with the unfettered ability to develop the idea free and clear of Tan Kabra, █████, Purple Monkey, or LaunchByte. 2) In addition, now that I know that we were short \$254,000.00 due to Tan's fabrication of their wire transfers I want my money back, in full, including all my legal fees as a direct result of Tan Kabra (\$110,900.00 as of 5/6/21). I also believe Tan Kabra should be denied the right to ever work on or develop anything remotely similar to █████ Intellectual Property on any platform in a travel related app(s) or business(es).

Sadly every day that goes by that I do not have ownership and or access to █████ its code and all its intellectual property, the likelihood that I will ever have the opportunity to recreate and launch something that was my idea in the first place or the likes thereof becomes slimmer and slimmer since competitors are continually moving into a 'space' which back in December 2017, when this all began, was wide open.

EXHIBIT P

(Public Redacted)

From: [REDACTED]
To: tan@[REDACTED]
Cc: [REDACTED]
Subject: [REDACTED] Invoice
Date: Wednesday, December 5, 2018 12:49:48 PM
Attachments: [REDACTED]
[Cover Letter.pdf](#)

Hi Tan,

Please find the Invoice for the Development of Software of [REDACTED]. I would request you to release the payment as per the discussion.

--
Thanks and regards
[REDACTED]
[REDACTED]

Digital Brandster Private Limited

November 30, 2018

Tan Kabra
Launch Byte
715 Boylston Street Suite 120
Boston, MA – 02116

Subject: Invoice - Part Payment for [REDACTED] App Development

Dear Tan,

Please find attached the invoice for the development of the [REDACTED] App for USD 10,000 as discussed.

Kindly arrange for the payment of USD 8,000, 80% of the project cost, as per the payment terms agreed:

- 40% at Project kickoff
- 40% at App Demo on November 27, 2018
- 20% at Project Completion & Final Delivery

The Bank details are as follows:

Account Name: Digital Brandster Private Limited

Account Number: [REDACTED]

Bank Name: HDFC BANK

Bank Address: Barakhamba Road, Delhi, India

SWIFT Code: HDFCINBB

IFSC CODE: HDFC0000708

We continue to work on the additional features required as discussed during the demo, will share the details of the addendum and include on a separate invoice.

Please do let us know if you require any other information.

Best Regards



For Digital Brandster Private Ltd

Authorized Signatory

INVOICE

Digital Brandster Pvt. Ltd.

B-202, Anand Lok CGHS, Mayur Vihar - 1,

NEW DELHI - 110091, contact@digitalbrandster.com

Company's GSTIN/UIN : **07AAFCD7289L1Z0** | CIN: **U74999DL2016PTC300588**

Invoice No. 80001/2018/LB/OV	GST LUT Ref No.: AD071118000340S	Buyer's Order No./ Date: November 28, 2018		
Buyer: Launch Byte 715 Boylston Street Suite 120 Boston, MA - 02116		Contact Details: Mr. Tanmay Kabra +1 6172598145 tan@launchbyte.io		
S.No.	Description of Service	HSN Code	Rate	Amount
1	Design & Development of Software of [REDACTED]	998313	USD 10,000/-	USD 10,000/-
		Total Taxable Value		USD 10,000/-
		Add CGST 0%		0.00
		Add SGST 0%		0.00
		Add IGST 0%		0.00
		Round Off		
		Total Value Including Tax		USD 10,000/-

Amount Chargeable (in words) :

USD Ten Thousand Only.

Declaration: We declare that this invoice shows the actual price of the services described and that all particulars are true and correct.

Payment Information: Account Name: Digital Brandster Private Limited Account Number: 50200022457979 Bank Name: HDFC BANK Bank Address: Barakhamba Road, Delhi, India SWIFT Code: HDFCINBB IFSC CODE: HDFC0000708	T&C of Payment: 40% Upon Project Kickoff 40% Upon Demo 20% Upon Project Completion
---	---




For Digital Brandster Pvt.Ltd.
Authorized Signatory

EXHIBIT Q

(Public Redacted)

From: [REDACTED]
To: [tan](#)
Cc: [REDACTED]
Subject: Delivery Note and Addendum Invoice for Extra Features of [REDACTED]
Date: Monday, January 7, 2019 6:44:32 AM
Attachments: [Delivery Note of \[REDACTED\]](#)
[MyTineraries Invoice Addendum.pdf](#)

Dear Tan

Please find the Delivery Note of [REDACTED]
Links for the APP and Admin Panel along with credentials are in the Delivery Note.
Also attached is the addendum Invoice for extra features.

Thanks

[REDACTED]
CEO & Co-Founder
WWW.INUNI.IO

Delivery Note of [REDACTED] – Ver. 2.4.0

Please find the current features in the Table for [REDACTED] App which is currently being accessed through URL [REDACTED]

We will enable Beta with cache once this is OK from your side.

1. Features

S. No.	Segment	Feature	Pending from Client
1	1 Login Screen	Sign Up and Sign In options	
		Sign Up screen and OTP confirmation screen	
		Sign In screen and OTP confirmation screen	
		Change Mobile Number by sending Email	Email Template
2	2 Account	Change Profile Image working	
		Change Name	
		Change Phone No	
		Update Email	
		Settings	Information which needs to be displayed
		Sign Out	
3	3 Home Screen	Explore button	
4	4 Explore	View All Users Trips which are Public	
		Filter by Travellers, Trip Style and Duration	
		Ability to Like on Trip	
5	[REDACTED]	The Page shows Under Construction, Completed and Favorites, and ability to add new trip through "+" sign	
		Under Constructed shows Unpublished Trips	
		Completed shows Published Trips	
		Favorites shows Trips of other Users which are marked Favorite from Explore Screen	
		Ability to Create New [REDACTED] after "+" sign is pressed with following Data Fields: 1. Trip Name 2. Start Date 3. End Date 4. Location from Google MAP APIs 5. Description	
		Ability to Add Trip Style	
		Ability to Add Travellers	
		Ability to Add Privacy Settings	

		Ability to Add Cover Photo (which shows up on the [REDACTED] Tab and Explore Tab)	
6 Unpublished Trip		View, Edit or Delete a Trip	
		View and Edit Trip Details	
		View and Edit Trip Style	
		View and Edit Travellers	
		View and Edit the Cover Photo	
		View and Edit the Collaborators	
		View and Edit the Privacy Settings	
		View the Likes	
		View the Dates Tab for day's Itinerary	
		View and Edit Notes	
		View Transportation	
		View and Edit Activity	
7 Published/Favorite Trips		View Trip Details	
		View Trip Style	
		View Travellers	
		View the Cover Photo	
		View the Collaborators	
		View the Privacy Settings	
		View the Likes	
		View the Dates Tab for day's Itinerary	
		View Notes	
		View Transportation	
		View Activity	

2. Addendum Work Request that has been done in this version

Please find the additional features in the Table for [REDACTED] App with additional charges. Details to access Admin Panel:-

URL: [REDACTED]

User: admin

Password: qwerty@123

S. No.	Features	Man Hour
1	Login by Email(username) and password	18
2	Profile Image Upload at Signup	4
3	Filter (select/unselect UI change)	8
4	Deleting/UI Change of Transport/Lodging	90
5	Make Favorite at Explore	4
6	Comment	27
7	Lodging/Flight	72
8	Multi Image carousel at cover photo of Trip	9
9	UI change of \$, \$\$, \$\$\$ in Activity	4
10	Adding Image to Activity in one screen	4
11	Description of Trip to be 160 letter	2
12	Removing Cover photo without replacement	4
13	Summary at MyT Tab	36
14	UI Change and Create Activity	28
15	Functionality Upgradation of Search	18
16	Multiple Photo Upload in Activity	11
17	Booking.com opening in Out of App Browser	16
18	New Screen for showcasing List of Trips Created by User in explore	36
19	Deleting Trip	8
20	Handling UI for Favourite Section in [REDACTED] Tab	5
21	Testing	60
22	QA (Minor UI changes and cleanups are also included)	100
23	Admin Panel	36
	Total Hours	600
	Rate USD/Hour	25
	Total USD	15000

Next Version – 5.0.0

Please find the planned features in the Table for [REDACTED] App with additional charges.

S. No.	Features	Details	Man Hour
1	Map View of Feed		80
2	Collaborators		27
3	Admin Panel	With Trip Details CRUD, Changing Owner	110
4	Analytics	User Journey, Cohort	120
5	Booking.com API Integration		28
6	Native APP for Android/iOS		25
7	QA		50
8	Testing		60
	Total Hours		500
	Rate USD/Hour		25
	Total USD		12500

INVOICE					
Digital Brandster Pvt. Ltd. B-202, Anand Lok CGHS, Mayur Vihar - 1, NEW DELHI - 110091, contact@digitalbrandster.com Company's GSTIN/UIN : 07AAFC7289L1Z0 CIN: U74999DL2016PTC300588					
Invoice No. DBPL/1819/Pro forma GST LUT Ref No.: AD071118000340S Buyer's Order No./ Date:					
Buyer: Launch Byte 715 Boylston Street Suite 120 Boston, MA - 02116					
S.No.	Description of Service	Hours	HSN Code	Rate	Amount
1	Design & Development of Software of [REDACTED]	600	998313	USD 25/-	USD 15,000/-
					Total Taxable Value USD 15,000/-
					Add CGST 0% 0.00
					Add SGST 0% 0.00
					Add IGST 0% 0.00
					Round Off
					Total Value Including Tax USD 15,000/-
Amount Chargeable (in words) : USD Fifteen Thousand Only.					
Declaration: We declare that this invoice shows the actual price of the services described and that all particulars are true and correct.					
Payment Information: Account Name: Digital Brandster Private Limited Account Number: [REDACTED] Bank Name: HDFC BANK Bank Address: Barakhamba Road, Delhi, India SWIFT Code: HDFCINBB IFSC CODE: HDFC0000708				T&C of Payment: Payment needs to be made in 3 working days after Invoice has been generated	
 For Digital Brandster Pvt.Ltd. Authorized Signatory					

EXHIBIT R

(Public Redacted)

From: [Tan Kabra](#)
To: [REDACTED]
Subject: Handover
Date: Monday, February 11, 2019 7:25:58 PM

Hi [REDACTED]

[REDACTED] just joined the [REDACTED] team as their lead dev. He is going to be writing the app from scratch.

Natalie had made some new designs for [REDACTED] but since [REDACTED] is starting fresh, can you please share with him all the assets, latest design files, and Invision for [REDACTED] and [REDACTED] Web? Everything he will need to build the application.

Best,

Tan Kabra
Founder + Managing Director



The LaunchByte Group
715 Boylston Street Suite 120, Boston, MA 02116
<https://launchbyte.io> | [REDACTED]

EXHIBIT S

(Public Redacted)

From: [REDACTED]
To: [Tan Kabra](#)
Subject: Re: Plan
Date: Wednesday, May 1, 2019 9:28:21 AM

Milestone 1 is impossible. As I explained on our call yesterday, the crashes are caused by the workaround necessary to make the app work with the current API. I can't fix the whole API in 3 days.

On Wed, May 1, 2019 at 12:29 AM Tan Kabra <[tan@\[REDACTED\]](mailto:tan@[REDACTED])> wrote:

Milestone 1: This app stops crashing and is submitted to the store Friday May 3

Milestone 2: May 31 the app update is released to the store with a majority of the new API, (trip chatter not included), with the current design

Milestone 3: June 15 the app update is released to testflight with the complete new API (notifications, messaging, tripchatter) with the new UI (exactly how it is designed - this time there should be no issue since you built all the pieces).

Milestone 4: Hard Launch June 30 the new app with the new UI and the complete API is released into the store, for us to begin our aggressive growth campaign on

Best,

Tan Kabra

Founder + Managing Director



The LaunchByte Group

[715 Boylston Street Suite 120, Boston, MA 02116](https://www.launchbyte.io)

<https://www.launchbyte.io> | [REDACTED]